

INTERAGENCY AGREEMENT
GCA4047
Washington State Department of Transportation
and
University of Washington
and
Washington State University

Pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), this Agreement is entered into by and between the UNIVERSITY OF WASHINGTON, hereinafter referred to as the "UW" under the authority of Chapter 28B.20 RCW; WASHINGTON STATE UNIVERSITY, hereinafter referred to as "WSU", under the authority of Chapter 28B.30 RCW; and the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WSDOT", under the authority of Title 47 RCW.

Witnesseth

WHEREAS, WSDOT, UW and WSU joined in a written agreement in March 1981, to establish the Washington State Transportation Center (TRAC) to bring together the resources and capabilities of the two institutions of higher education with those of WSDOT, the Washington State Legislature and other appropriate institutions and organizations to bear on all aspects of transportation research,

WHEREAS, TRAC is instrumental in meeting the research needs of WSDOT,

WHEREAS, TRAC provides opportunities for the faculty, staff and students of UW and WSU to gain important knowledge and experience in transportation research,

WHEREAS, TRAC enhances the research programs of WSDOT, UW and WSU, and provides opportunities for WSDOT employees to expand their knowledge and training in transportation matters,

WHEREAS, the June 16, 1983, WSDOT Final Report on Research Program Review recommended an expansion of TRAC and revision of its role within WSDOT's research and development activities,

WHEREAS, WSDOT, UW and WSU have entered into revised INTERAGENCY AGREEMENTS in 1983 and subsequent years, each of which superseded the preceding agreement,

WHEREAS, WSDOT, UW and WSU have mutually agreed to certain revisions represented by this new agreement,

NOW, THEREFORE, all parties hereto agree as follows:

SECTION 1
PURPOSE OF TRAC

1.1 It is the purpose of the parties to utilize the Washington State Transportation Center (TRAC) to coordinate the resources and capabilities of the UW, WSU, WSDOT and other appropriate institutions and organizations in a cooperative program of basic and applied research related to the full range of transportation systems and issues. This research will include, but not be limited to investigations with respect to administration and management, design and construction; operations and maintenance; planning and programming; and the environmental, social and economic effects of transportation systems. The objective of this type of research is to provide for effective, efficient, safe, and energy conserving transportation of persons and goods. TRAC will provide technology transfer, training, continuing education and technical assistance for a full range of transportation systems and issues.

1.2 The method for assignment of research projects to the TRAC research units at the member University's will be by Task Order issued under separate Master Research Agreements respectively for the UW, WSU, and when applicable, other TRAC participants per the terms of SECITON 2. Each Task Order will contain a detailed scope of work specific to that project.

SECTION 2

PARTICIPATION IN TRAC

2.1 Participation in TRAC currently includes UW, WSU, and WSDOT. Other organizations may be included in participation if unanimously approved as an amendment to this agreement by the parties.

SECTION 3

UW AS EXECUTIVE AGENT

3.1 UW will serve as Executive Agent for TRAC and thus employ or arrange for the employment of its UW TRAC Director and staff, submit its research proposals and accept its awards, issue its subcontracts, and provide its accounting and budget monitoring systems, all within the uniformly applied policies and procedures of UW. UW will compile Title VI reports, conduct technical editing of research reports, draft and finalize the TRAC Annual Report, and maintain a transportation research project database. The WSDOT Director of Transportation Research will consider any proposed change of Executive Agent and the recommendation will be transmitted to the appropriate authorities at the universities for subsequent action.

SECTION 4

WSU AS AGENT

4.1 WSU shall act as agent for projects where its faculty are principal investigators. As agent WSU shall submit proposals and accept awards, issue subcontracts, and provide its accounting and budget monitoring systems, recruit and hire personnel, including a WSU TRAC Director and staff, all within the uniformly applied policies and procedures of WSU.

SECTION 5

EXECUTIVE DIRECTOR

5.1 The Executive Director of TRAC will be the WSDOT Director of Transportation Research, unless a mutually agreed upon alternative is selected by agreement of the WSDOT Research Executive Committee Chair and the Vice Provosts for Research for UW and WSU. The functions of the Executive Director shall include, but not be limited to:

5.1.1. In consultation with the Vice Provost of Research of UW and the Vice Provost for Research from WSU, and in a manner consistent with the policies and procedures of the employing organization, discuss the knowledge, skills and abilities required in a TRAC Director;

5.1.2. Coordinate the research programs and related interactions of TRAC participants within and through TRAC so as to assure the achievement of the greatest possible mutual benefit, production of a balanced overall effort, and elimination of unnecessary duplication of activity;

5.1.3. Interact with the WSDOT management in planning and conducting the WSDOT Research Program.

SECTION 6

DIRECTORS

6.1 The TRAC Directors at UW and WSU will perform the following functions:

6.1.1 Direct the day-to-day operations of the TRAC offices at their respective Universities to include fiscal affairs and personnel actions.

6.1.2 Interact with the Principal Investigators (the faculty member specified in the Task Order as responsible for the conduct of the research) working through the appropriate TRAC office on matters relating to research management (budget, scope, and schedule), reports, and project delivery.

6.1.3 Interact with the university community, as appropriate, on matters of broad transportation oriented research.

6.1.4 Seek to develop sources of funding beyond the WSDOT research program to diversify the topics and funding base.

6.1.5 The Directors will have authority to sign TRAC research contracts at their respective Universities. At WSU, the Director must have the concurrence of the Vice Provost for Research. At UW, the Director must have the concurrence of the Director of Grants and Contracts. This concurrence will be affirmed by signature on the individual project Task Orders.

6.1.6 Maintain and safeguard the official records of TRAC, including policy statements, resolutions and other appropriate documents subject to chapter 42.17 RCW.

6.1.7 Maintain up to date Internet and Intranet pages summarizing project status and findings.

6.1.8 Maintain up to date records of patents or inventions resulting from research projects as well as keeping an accurate inventory of all equipment purchased with research project funds and the location of such equipment.

SECTION 7

AREAS OF RESEARCH AND ACTIVITIES

7.1 The overall objectives common to all research areas are to develop new knowledge, provide technical assistance and training, technology transfer and research implementation. The TRAC research effort will address issues developed by the WSDOT Research Advisory Committees on Project Delivery, Operations, Multi-modal Transportation, and Finance and Administration. Issues will be more specifically identified in papers summarizing context and needs. Topics include but are not limited to:

1. Bridge and Structures
2. Construction, Maintenance and Materials
3. Environment
4. Highway Design and Safety
5. Mobility and Intermodal Planning
6. Highway Operations

7.2 TRAC may engage in other related activities within the general guidelines approved by the WSDOT Research Executive Committee. The following activities support TRAC's objectives:

1. Encouragement of research through such means as:
 - a. Seed money grants and research assistance to develop potential projects;
 - b. Conferences between faculty resources and potential clients or users;
 - c. Liaison with federal and state funding agencies; and,
 - d. Administrative assistance in proposal preparation, review and management.
2. Administration of research grants and contracts in all areas of transportation.
3. Publication of research results and research needs, and discussions of transportation issues through a newsletter and/or research reports.
4. Enhancement of knowledge and training through the use of conferences, workshops and continuing education.

SECTION 8

UW and WSU COMMITMENTS

The following are commitments made by each of the University members of TRAC toward the support of TRAC and its transportation research efforts:

8.1 UW

- a. From indirect cost recovery, the UW will provide a minimum cash contribution for TRAC administration, excluding the Director's salary, totaling \$30,000 per state fiscal year for the term of the agreement. This will include \$15,000 from the College of Engineering's Research Cost Recovery (RCR) funds and \$15,000 from RCR funds normally distributed to the

- Department for all projects for which TRAC staff are Principal Investigators. (Note that all RCR funds for TRAC projects for which UW faculty are the Principal Investigators will be handled according to the normal RCR policies for the College and Department to which the Principal Investigator belongs.) The UW agrees to: 1) not charge indirect costs on all budgets supplied by WSDOT to help cover TRAC's administrative labor expenses at its UW office, 2) produce program reports and outreach documents that describe the activities of TRAC 3) maintain a web site for transmitting progress report information, electronic copies of completed project reports, and that provides information to UW, WSU, and WSDOT staff on the steps required to perform TRAC research, and 4) support WSDOT efforts to initiate new research projects. To support these research support efforts, WSDOT will provide an additional contribution towards the administrative labor costs incurred by the UW. Such contribution will be provided under a Task Order.
- b. The UW shall coordinate a continuing involvement of WSDOT staff and others in UW seminars. Such coordination will be done by the WSDOT staff working with faculty and staff at the UW on specific seminars and classes.
 - c. The UW will provide periodic information to TRAC on seminars, short courses, lectures, etc.
 - d. The UW plans to provide continuing education classes based on the cost to provide those services or on established University rates as negotiated.
 - e. The UW will maintain an electronic mailing list/network of professors interested in transportation related research and advocate for WSDOT interests and needs on campus.

8.2 WSU

- a. WSU will maintain an electronic mailing list/network of professors interested in transportation related research and advocate for WSDOT interests and needs on campus.
- b. WSU will provide periodic information to TRAC on seminars, short courses, lectures, etc.
- c. WSU will provide a cash contribution totaling \$30,000 per state fiscal year as a share of the cost of operating TRAC. This level of funding is for the term of the agreement.

SECTION 9

WSDOT COMMITMENTS

9.1 WSDOT will contribute to the administrative costs of TRAC each biennium and these funds will be budgeted by the WSDOT Director of Transportation Research and approved by the Research Executive Committee. This amount shall be \$60,000/year, matching the funds contributed by UW and WSU, respectively.

9.2 WSDOT may provide seminar leaders or instructors for research seminars or classes that may be given under TRAC sponsorship, and also encourage attendance and participation by WSDOT staff. Reimbursement to WSDOT for the cost of providing seminar leaders or instructors will be by separate agreement.

9.3 WSDOT will encourage members of its technical staff to seek higher education opportunities through the WSDOT Graduate Fellowship Program as administered by the WSDOT Staff Development Office and, in doing so, participate directly in TRAC research projects.

9.4 WSDOT's Research Office will provide support to the TRAC Directors or to research project Principal Investigators in making presentations related to research projects in Olympia.

9.5 WSDOT will, as appropriate, make the facilities and staff of WSDOT available for TRAC research projects. WSDOT will determine the availability of such facilities and staff.

9.6 WSDOT will provide information to the party's to this Agreement on WSDOT research needs and priorities. The TRAC Executive Director will work with the TRAC Directors to identify the principal investigators with the knowledge, skills and time to develop proposed solutions and conduct research.

9.7 WSDOT will endeavor to finalize research project selection far enough in advance to allow the universities to appoint necessary faculty, students, and other staff within the necessary academic time frame.

9.8 WSDOT may, through TRAC, obtain the services of university faculty and other staff to assist in the development and operation of its technology transfer program.

9.9 WSDOT will make available its Technical Library in support of research projects and other TRAC activities.

SECTION 10

FUNDING

10.1 UW and WSU will participate financially in WSDOT's research program and other agency- and State-sponsored research, planning, and training programs. The actual dollar amounts of such participation will be determined after approval of the research program and other budgets by the WSDOT Secretary of Transportation.

10.2 TRAC will coordinate needs with resources and seek broad financial support for research. TRAC will use such resources as provided by the UW, WSDOT, WSU, the legislature, and other sources both public and private. In-kind services, in the form of office space, equipment, staff assistance, and professional, technical and student services are recognized as substitutes for funds.

10.3 In addition, TRAC will seek other funding to provide continuity between projects from year to year. This funding will be utilized to: pay salaries for the Directors, administrative staff, graduate students (Research Assistants); provide a revolving fund for miscellaneous office expenses, travel, equipment, and other miscellaneous items required to operate TRAC exclusive of funded projects.

This funding will be sought from several sources, including:

1. Any present or future legislation provided for direct funding from Federal funds;
2. Any present or future legislation provided for direct funding from State General Funds;
3. Any other relevant sources, such as grants, scholarships, donations or private contributions.

10.4 The Office of Management and Budget Circular A-102 uniform requirements for assistance to state and local governments and Circular A-110 relating to university involvement, determine and establish the definitions and applicable standards for this Agreement and payment hereunder, and by this reference are incorporated hereby and made a part of this Agreement for all intents and purposes as if fully set forth herein. Applicable minimum cost principles are specified in 48 CFR Part 31.

SECTION 11

CIVIL RIGHTS

11.1 It is agreed that all activities undertaken by the parties through TRAC shall comply with Title VI of the Civil Rights Act of 1964, as amended, 49 CFR Part 21 and related statutes and regulations as stated in 23 CFR Part 200.

SECTION 12

PERIOD OF AGREEMENT

12.1 This Agreement is effective upon execution by all parties, and will remain in effect through June 30, 2008. This agreement may be extended as desired by the parties. Such extension shall be by written supplement to this Agreement.

SECTION 13
TERMINATION

13.1 This Agreement may be terminated at any time by mutual agreement of the parties, and by any party upon ninety (90) days written notice to the other parties.

SECTION 14
HOLD HARMLESS

14.1 To the extent allowed by law, each party shall protect and hold harmless the other parties from and against all claims, suits or action arising from any intentional or negligent act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing under the terms of the Agreement.

SECTION 15
DISPUTE RESOLUTION

15.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Vice Provosts of Research at UW and WSU and the Secretary of Transportation shall each appoint a member to a dispute board; these three members shall appoint two additional members not affiliated with any of the parties. The decision made by this board shall be final and binding on the parties to this agreement. Each party shall pay the expenses of their own representative and the expense of any appointed members shall be shared equally between the three parties.

SECTION 16
VENUE

16.1 In the event that any of the parties deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Thurston County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington.

SECTION 17
CONFORMITY

17.1 The terms of this Agreement must conform to the policies, procedures and requirements of Federal Highway Administration (FHWA) and such conformity will be verified by an attached statement to that effect, signed by the Division Administrator of FHWA.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this ____ day of October, 2004.

Concurrence:

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By: _____
Date Signature

John Conrad
Assistant Secretary, Engineering and Regional
Operations

Approved as to form _____, 2004.

Assistant Attorney General for WSDOT

UNIVERSITY OF WASHINGTON

By: _____
Date Signature

Craig Hogan
Vice Provost for Research
Title

Approved as to form _____, 2004.

Assistant Attorney General for University of Washington

WASHINGTON STATE UNIVERSITY

By: _____
Date Signature

Jim Peterson
Vice Provost for Research

Approved as to form _____, 2004.

Assistant Attorney General for Washington State University

**WASHINGTON STATE TRANSPORTATION CENTER
FEDERAL HIGHWAY ADMINISTRATION ENDORSEMENT**

The Federal Highway Administration (FHWA) endorses the Washington State Transportation Center (TRAC) as instrumental in meeting the research needs of the Washington State Department of Transportation (WSDOT). FHWA supports the WSDOT research program by annually approving a work program (funding) and individually approving projects. TRAC is instrumental in producing research and reports meeting the objectives approved by WSDOT and FHWA for the individual projects. As a catalyst, TRAC also encourages funding and support of highway research, which is in addition to the regularly apportioned Federal-aid highway research funds.

Approved:

Date: _____

Daniel M. Mathis
Division Administrator
Washington Division
Federal Highway Administration
Olympia, Washington

